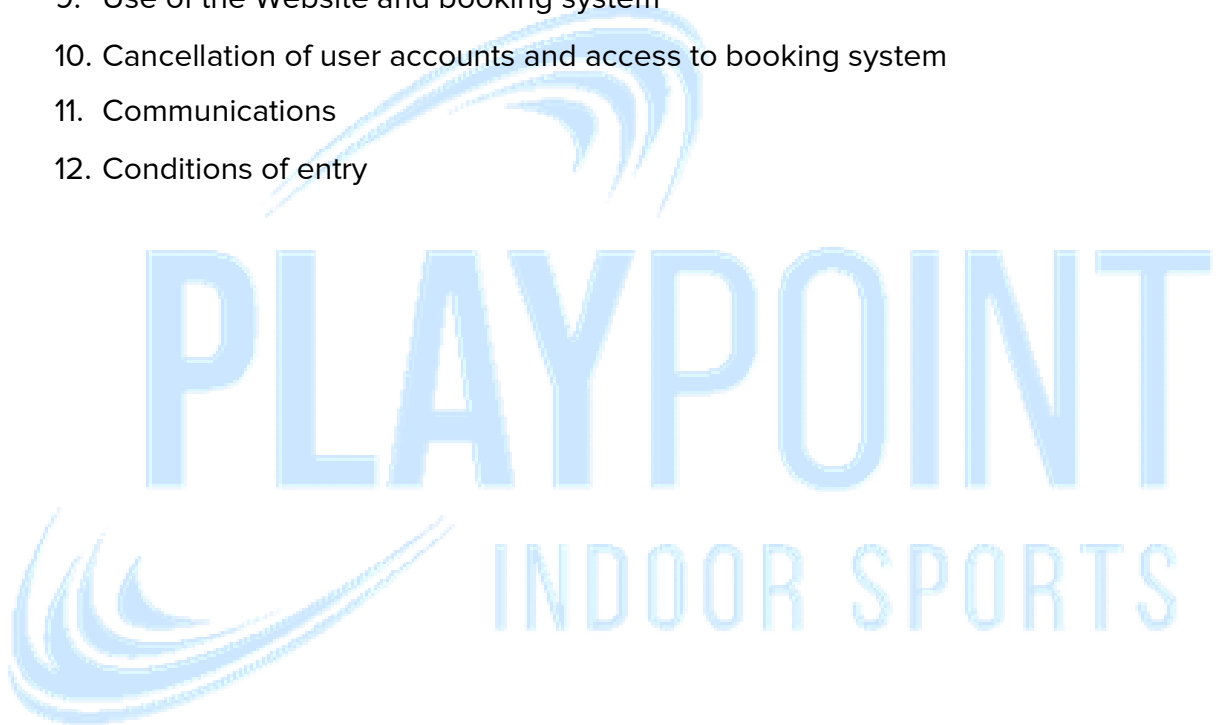


Terms and Conditions

October 2021

Index

1. What do these terms and conditions regulate
2. Your agreement to these Terms
3. Access and use of the booking system
4. Bookings
5. Loading of credits
6. Payment
7. Cancellation/Refunds
8. User Account
9. Use of the Website and booking system
10. Cancellation of user accounts and access to booking system
11. Communications
12. Conditions of entry



1 What do these terms and conditions regulate

- 1.1 This site www.playpoint.com.au ("**Website**") is made available by PlayPoint Pty Ltd ("PlayPoint", "we", "our" or "us"). Any reference to "PlayPoint", "we", "our" or "us" includes our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, related entities, advisers, sub-contractors, service providers and suppliers.
- 1.2 These terms and conditions ("**Terms**") apply to any person who accesses, refers to, views and/or makes a booking made available by us on the website ("**Booking system**") (hereinafter referred to as "users", "you" or "your"). The display of the Booking system and your ability to view, access, use, and/or book an activity on the Website shall be referred to as the ("**Booking**")
- 1.3 You agree that you are solely responsible for obtaining and maintaining all facilities, services, products and equipment that may be required by you to use the Website and the Booking.

2 Your agreement to these Terms

- 2.1 By continuing to access our Website and/or use our Booking system in any way, you agree that you enter into a legally binding contract with us upon these Terms and our Privacy Policy which is accessible at <http://www.playpoint.com.au/privacy-policy> ("Privacy Policy").
- 2.2 We may amend the Terms from time to time. Amendments become effective when we post the updated Terms on our Website. If you continue to use our Website after the Terms have been updated, this will constitute as your consent and agreement to the updated Terms.
- 2.3 If you do not agree with these Terms, the Privacy Policy or any policies or additional documents we incorporate or any subsequent changes to the Website or our Privacy Policy, you must cease the use of the Website and our Booking system.
- 2.4 You may print a copy of these Terms. If you have any difficulty printing these Terms or require assistance in obtaining a hard copy or electronic copy, please contact our support team on 02 9674 3261 or send an email to info@playpoint.com.au.

3 Access and use of the booking system

- 3.1 When you book an activity on our Website, you are making an offer to purchase a time slot. No booking shall be deemed to be confirmed until an acknowledgement of the booking is issued to you.
- 3.2 We may change, suspend or terminate the online booking system (or any part of it) at any time without prior notice. However, where we can, we will give you notice of any down time or changes.

4 Bookings

- 4.1 An existing booking can be re-scheduled up to 48 hours prior to the start of the time slot booked, provided there is an available time slot for the new booking.
- 4.2 Booking pin number is valid for the duration of the booking and will expire once the booking date and time has lapsed.
- 4.3 We recommend you arrive at least 10 minutes prior to your booking to check-in.

- 4.4 The automatic court lights will be on for the duration of the booking only.
- 4.5 We cannot guarantee you or your guests will be able to complete your activities if you or any guests in your group are late.
- 4.6 In the unforeseen circumstance PlayPoint encounters technical issues your booking start time may begin later than the original start time.
- 4.7 Prices are subject to change without notice due to changes in government charges, taxes or levies. All prices are in AUD and include GST.
- 4.8 Bookings can only be purchased through this website by using a major credit or Mastercard/Visa debit card. Your card will be debited at the time of making a booking.

5 Loading of credits

- 5.1 PlayPoint credit can be added to your user account as and when required that can be used for future bookings at PlayPoint.
- 5.2 You can add credit on our Website by using a credit card or Mastercard / Visa debit card.
- 5.3 The minimum amount that can be added to your user account is \$18.00 and the maximum amount is \$1,250. PlayPoint offers bonus credits based on a tiered system as below:

Credit Value	Bonus Value	Total Value
\$18	Nil	\$18
\$27	Nil	\$27
\$34	Nil	\$34
\$100	\$20	\$120
\$250	\$50	\$300
\$500	\$100	\$600
\$750	\$150	\$900
\$1,000	\$250	\$1,250
\$1,250	\$375	\$1,625

- 5.4 User account credit and bonus credit are redeemable for bookings made on our Website. The balance will be reduced by the amount of each booking. If the booking amount exceeds the available account credit, you would need to top-up your account credit prior to completing your booking.

6 Payment

- 6.1 Payment for your booking will be processed by our payment partner, Stripe. Please refer to Stripe's payment terms here: <https://stripe.com/payment-terms/legal>
- 6.2 Stripe processes online credit card transactions securely for thousands of merchants globally, providing a safe and secure online payment service.
- 6.3 Stripe has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1. This is the most stringent level of certification available in the

payments industry. To accomplish this, Stripe use the best-in-class security tools and practices to maintain a high level of security.

- 6.4 You must only use your own credit or Mastercard/Visa debit card or a credit or Mastercard/Visa debit card where you have the authority to book a specific time slot.

7 Cancellation/Refunds

- 7.1 We require a 48-hour notice to cancel your booking without any charge. No refunds will be offered for bookings cancelled within 48 hours of the time slot booked.
- 7.2 A recurring booking can be re-scheduled within 48-hours, however no refund will be offered.
- 7.3 To request refund for the account balance, please email info@playpoint.com.au with your user account details. The refund amount will be calculated on a pro-rata basis taking into consideration the bookings completed after the last top-up of your account balance.

8 User Account

- 8.1 You can make a booking once you have registered an account on the Website.
- 8.2 When registering for a User Account you must provide correct and accurate information and update your contact details of these changes. We are not responsible for any loss or damage (including misdirected emails) which may arise from your failure to provide current, accurate and complete registration details or to keep your details up to date. We will handle all Personal Information in accordance with our Privacy Policy <http://www.playpoint.com.au/privacy-policy>
- 8.3 You are responsible for the security of your username and password for your User Account. Any booking made from your user account will be deemed as an authorised transaction. Unauthorised use of your User Account and password will, under no circumstances, reduce your liability in connection with use of the Website, including your obligation to pay for the booking made using your User Account. You must notify us immediately when you become aware of any unauthorised use of your User Account or of any other security breach in connection with the Website.
- 8.4 You must be 13 years or over to create a user account. Users under the age of 13 require supervision by a responsible adult to use the Website.
- 8.5 You may request to make your User Account inactive at any time by notifying us at info@playpoint.com.au.

9 Use of the Website and booking system

- 9.1 You acknowledge and agree that your access to the Website is solely for individual, personal and non-commercial use.
- 9.2 You must not attempt to:
- a) distribute viruses, Trojans or spyware, corrupt files, carry out denial of service attacks or use any other similar software or programs that may interrupt the functioning of our Website or damage the operation of any computer hardware or software;

- b) impersonate any person or falsely state or otherwise misrepresent your affiliation with us or any other person or entity; and
- c) use the Website in any way that is unlawful or is not permitted by these Terms.

10 Cancellation of user accounts and access to booking system

- 10.1 In case of non-compliance with these Terms, including suspected fraudulent use of the Website by you or anyone using your User Account, we may terminate your User Account and prevent you from accessing the Website. Except where it is necessary to ensure the safety and security of our Website, in such instance we will notify you about the actions we may take. We may also report any unlawful behaviour to law enforcement authority as deemed necessary.

11 Communications

- 11.1 We will communicate with you electronically via emails to provide confirmation of bookings made online. You consent to receive communications from us in this way. You can opt out of receiving marketing communications by contacting us at info@playpoint.com.au or by using the unsubscribe button in the marketing communication.

12. Conditions of entry

- 12.1 Entry is subject to all conditions displayed on the booking confirmation email and at the front entry.
- 12.2 No outside food, drinks or animals may be brought onto the premises.
- 12.3 You must always wear appropriate clothing, including shirts and non-marking footwear on courts at all times.
- 12.4 Management reserves the right to inspect bags on entry and exit, and to refuse entry or remove guests for vandalism, stealing, offensive behaviour, failure to properly supervise persons under their care, failure to follow safety instructions or failure to comply with any condition of entry.
- 12.5 You acknowledge that there are inherent risks when participating in badminton, cue sports or fitness activities. You should consider this participation in good judgment and act in a responsible manner while using the facility.
- 12.6 PlayPoint takes all reasonable steps to provide you with a safe and enjoyable experience. However, PlayPoint will not be liable to any person in respect of the loss of life or personal injury to any person, whether that loss, damage or personal injury is caused by any person's negligence (including the negligence of PlayPoint) or otherwise.
- 12.7 Adults/carers are responsible for persons under their supervision.
- 12.8 Any photographs, videos or sound recordings taken by you at the facility must be for personal use only. Any use, reuse, or production for commercial purposes without our express written consent is strictly prohibited.
- 12.9 Your image may be taken at any time for security purposes. You authorise the use of your image for security purposes (if required).
- 12.10 PlayPoint takes no responsibilities for any lost, stolen or damaged personal property, brought into or stored at our facility.

- 12.11 Smoking and alcohol consumption are not permitted inside PlayPoint premises at all times.
- 12.12 You will maintain low noise levels at all times within the facility.

